

ARGUE SUBWAY INJUNCTION

BOARD OF ESTIMATE AWARD
ATTACHED AS INVALID

IT IS Argued That Mitchell Could Not Vote as Mayor With the Mayor Gone for the Day Until - Alleged Extra Contract Profits - B. R. T. Grant Also Attacked.

The application of the Admiral Real Estate Company for an injunction restraining work on the Lexington avenue subway was argued yesterday at great length before Justice Ford in Part I. of the Supreme Court.

Louis Marshall, counsel for the real estate company, said that the plans had been so changed and the bore of the subway so reduced since the Bradley company was put in its bid that the company would now save \$2,000,000 on construction and make a profit of \$12,000,000. As for the meeting of the Board of Estimate on July 21, when the board approved the contracts, Mr. Marshall insisted that the board was not properly convened. "The Mayor was away," Mr. Marshall said. "The President of the Board of Aldermen took the position that he has the right to act for the Mayor in all purposes during the

Mayor's absence. This was in absolute disregard of the Charter. The Mayor had to be away at least nine days, and he was not out of town twenty-four hours a day. They called Vice-Chairman Bent in, along with the President of the Board of Aldermen sitting and voting as Mayor among them with Bent sitting and voting as presidedeal chairman of the board and with the Mayor at hand ready to vote. The Mayor himself did not even vote toward the diminished contracts which were sold at the original price. Then they tied the city into a sort of partnership with the B. & T. Co., a Transit Company, one of those in which all the profits should go to the B. & T. Co. and all the liabilities and losses to the city." Mr. Marshall said that the letting of contracts by the Public Service Commission required the approval of the Mayor as well as of the Board of Estimate and Finance.

"I don't so understand the law," Justice Ford said, "but I do think it would have been better if you could have made the changes in the plans were made. The contract was awarded last October before the Board of Estimate and Finance and radical changes can come in eight months after that time. It is true that some of the changes was a cut in the price of steel."

When Mr. Marshall began reading from the agreement entered into between the City of New York and the B. & T. Co., Justice Kane, a Commissioner of the Board of Estimate and Finance, interrupted him by saying:

Mayor's absence. This was in absolute disregard of the Charter. The Mayor has to be away at least nine days, and was not out of town twenty-four hours. They called Vice-Chairman Bent in, along with the President of the Board of Aldermen sitting and voting as Mayor, and with Bent sitting and voting as presiding officer of the board and with the Mayor at the county seat. They then proceeded to vote to award the diminished contract at the original price. Then they tied the city into a sort of partnership with the B. & O. R. T. so that the city would have which all the profits should go to the B. & O. R. T. and all the liabilities and losses to the city." Mr. Marshall said that the latter part of the contract was void. The Commission required the consent of the Mayor as well as of the Board of Estimate. "I don't so understand the law," Justice Ford said. "The law is that the Mayor has to be better to realize, or for bids and the changes in the plans were made. The contract was awarded last October and radical changes can come in eight months," Mr. Marshall said. "The only one of the changes was a cut in the price of steel."

When Mr. Marshall began reading from the consent entered by the Board of Estimate's committee and the B. & O. R. T. Justice Ford said it was his impression that there was no binding agreement between the city and the B. & O. R. T. Corporation. Mr. Marshall and Assistant Corporation Counsel Louis H. Hahlo agreed. The court then wanted to know what the Bradley contract was. Mr. Marshall said the Bradley contract, Mr. Marshall said, thought both were to be regarded as of no proportion.

In support of the McAneny committee, he continued, "is admirable, except that it flies in the face of the Constitution of the State of New York and in the face of the State of New York."

The violation of the Constitution, he said, came in the provision of the agreement by which "the B. & O. R. T. is to receive \$3,000,000 for the right to use the tracks."

"That," he remarked, "is ten times worth than the gold brick that was passed to the counties in State for railroads."

Leahy, the Mayor's representative, the Public Service Commission, opposed the injunction. He said that when the operating contracts were advertised and proposals received there would be time to consider the matter. He said that it should be necessary. Those seeking

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When Mr. Marshall began reading from the agreement entered into by the Board of Estimate's committee and the B. R. T. Justice Ford said it was his impression that there was no binding agreement yet between the city and the operating companies, the McAneny and the Transportation Counsel Louis H. Hahlo agreed. The court then went to know what the B. R. T. contract had to do with the city's contract. Mr. Marshall said he thought both were to be regarded as of equal position.

The report of the McAneny committee he continued, "is admirable, except that it is not fair to the city. The Board of State of New York and in the face of the statutes of the State.

The violation of the Constitution, I said, came in the provision of the agreement that if the city failed to pay the \$3,500,000 before the city gets a cent—that," he remarked, "is ten times worth than the gold brick that was passed to the counties up State for railroad bonds. The Public Service Commission, opposing this injunction. He said that when the operating contracts were advertised and proposals received, there would be time to take the matter to the courts, if it should be necessary. Those seeking to enjoin the work, he said, took upon themselves the roles of prophets and could say nothing about the future of the city, only the Brooklyn Rapid Transit Company as the winning company. The first concern he said was to get the subways into operation could be taken up later.

Mr. Justice Ford said that the Bradley contracts were based upon unit prices, that whether the work which had to be done was greater or less than the estimate, the contract was for unit prices and the Public Service Commission had decided that in view of the available funds it would be wiser to cut down the preferred dimensions. With reference to an assertion that Bradley had secured the funds in the awards Mr. Harkness said that in making this statement the plaintiff depended on the affidavit of a certain Maurice Deutsch, who can claim absolute authority in the matter of the subways, and only six years experience in general engineering, five of which were spent as a subordinate capacity with the Foundation Company.

The affidavit of Edward M. Shepard, Mr. Harkness said, had complicated the subway situation, because outside of William M. Ivins Mr. Shepard was not only man familiar with the rapid transit

The Bradley company, through

Mayor's absence. This was in absolute disregard of the Charter. The Mayor has to be away at least nine days, and was not out of town twenty-four hours. They called Vice-Chairman Bent in, and with the President of the Board of Aldermen sitting and voting as Mayor and with Bent sitting and voting as president of the board and with the Mayor at his elbow, the board voted to award the contract at the original price. Then they tied the city into a sort of partnership with the Brooklyn Rapid Transit Company by making the board responsible for the B. R. T. and all the liabilities and losses to the city. Mr. Marshall said that letting of contracts by the Public Service Commission requires the consent of the Mayor and the Board of Estimate. "I don't so understand the law," Justice Ford said, "but I do think it would have been better to advertise for bids after the contract was awarded last October and radical changes can come in eight months. Mr. Marshall remarked that one of the changes was a cut in the price of steel.

When Mr. Marshall began reading from the agreement entered into by the Board of Estimate's committee and the B. R. T. he said that the agreement was so worded that there was no binding agreement between the city and the operating company. Mr. Marshall and Assistant Corporation Counsel Connelley agreed that the board then wanted to know why the B. R. T. agreement had to do with the Bradley contract. Mr. Marshall said he thought both were to be regarded as operating contracts.

"The report of the McAneny committee," he continued, "is admirable, except that it flies in the face of the Constitution of the State and in the face of the city statutes of the State.

"The violation of the Constitution, I said, came in the provision of the agreement by which the city was to receive the gold brick before the city got the gold. "That," he remarked, "is ten times more than the gold brick that was passed to the counties up State for railroads."

Justice Ford asked Mr. Marshall what the Public Service Commission, opposed to the injunction, he said that when the operating contracts were advertised and proposals received, there would be time to consider the matter, the court would then decide what was necessary. Those seeking to join the work, he said, took upon themselves the roles of prophets and could say nothing about the future of the city, only the Brooklyn Rapid Transit Company as the winning company. The first concern he said was to get the subways built.

Mr. Harkness said that the Bradley contracts were based upon unit prices, that whether the work which had to be done was greater or less than the estimate, the contractor would be paid by unit of work done. The commission had decided that in view of the available funds it would be wiser to cut down the preferred contracts than to award the excess. He said that there was waste of city money in the awards Mr. Harkness said that in making this statement the plaintiff depicted the city as a "wasteful city."

Mr. Justice DeLoach, who can claim absolutely no experience in subway construction and only six years experience in general engineering, said he was not familiar with the city's operating capacity with the Foundation Company."

The death of Edward M. Shepard, Mr. Harkness said, had complicated the situation. He said that the late Mr. William M. Irvine, Mr. Shepard was the only man familiar with the rapid transit act.

The Bradley company through counsel, James A. Lynch, protested that the plaintiff had not brought its action before July 5 and July 21, when the contracts were before the board. But the plaintiff said that the contracts

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When Mr. Marshall began reading from the statement entered into by the Board of Estimate's committee and the B. R. T., Justice Ford said it was his impression that there was no binding agreement yet between the city and the operating companies, the Manhattan and the Brooklyn Rapid Transit. Louis H. Hahlo, attorney for the court then wanted to know what the B. R. T. agreement had to do with it. It is the fact said the Mayor and Justice thought both were to be regarded as of no proportion.

The report of the McAneny committee he continued, "is admirable, except that it is in the face said the Mayor and Justice of the State of New York and in the face of the statutes of the State.

The violation of the Constitution, I said, came in the provision of the agreement that the city should pay for the \$3,500,000 before the city gets a cent. "That," he remarked, "is ten times more than the gold brick that was passed to the counties up State for railroad bonds. The Public Service Commission, opposed this injunction. He said that when the operating contracts were advertised and proposals received, the city should be the last to matter in the courts if a test should be necessary. Those seeking to enjoin the work, he said, took upon themselves the roles of prophets and could say nothing about the future of the city, only the Brooklyn Rapid Transit Company as the winning company. The first concern he said was to get the subways but operation could be taken up later.

Mr. Harkness said that the Bradley contracts were based upon unit prices, and that whether the work which had to be done was greater or less than the estimate, the contractor should be paid for the work done. The commission had decided that in view of the available funds it would be wiser to cut down the preferred dimensions. With reference to an assertion that there were no funds in the treasury in the awards Mr. Harkness said that in making this statement the plaintiff depended on the affidavit of a certain Maurice Deutsch, who can claim absolute expertise in the construction of bridges and only six years experience in general engineering, five of which were spent as a subordinate capacity with the Foundation.

The death of Edward M. Shepard, Mr. Harkness said, had complicated the situation, because outside of William M. Evans Mr. Shepard was the only man familiar with the rapid transit work.

The Bradley company through its counsel, James A. Lynch, protested that the plaintiff had not brought its action before the city had begun to construct the contracts were before the Board of Estimate, but had waited until the Bradley company had begun work, he said, and then sought to purchase large amounts of steel and other materials.

Justice Ford gave both sides until Saturday morning to put in briefs.

RELATION UNOFFICIAL BOYCOTT

But the Company Seeks at This Solitude

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Mayor's absence. This was in absolute disregard of the Charter. The Mayor has to be away at least nine days, and was not out of town twenty-four hours. They called Vice-Chairman Bent in, and with the President of the Board of Aldermen sitting and voting as Mayor and with Bent sitting and voting as presiding officer of the board and with the Mayor at his country home, not fifty miles away, at the original price. Then they tied the city into a sort of partnership with the Brooklyn Rapid Transit Company, in which all the profits should go to the city, and all the losses should be paid to the city. Mr. Marshall said that the letting of contracts by the Public Service Commission required the consent of the Mayor as well as of the Board of Estimate, and that is so far as the law stands, said Ford said, but I do think it would have been better to readvertise for bids after the changes in the plans were made. The contract was awarded last October 15, and the work has been going on for six months. Mr. Marshall remarked that one of the changes was a cut in the price of steel.

When Mr. Marshall began reading from the agreement entered into by the Board of Estimate's committee and the B. R. T., Justice Ford said it was his impression that there was no binding agreement yet between the city and the operating company. Mr. Marshall said that the Corporation Counsel Louis H. Hahlo agreed. The court then wanted to know what the B. R. T. agreement had to do with it. Mr. Marshall said, Mr. Marshall said he thought it should be regarded as an act of proposition.

The report of the McAneny committee he continued, "is admirable, except that it is so far from the facts as to be a disgrace to the State of New York and in the face of the statutes of the State."

The violation of the Constitution, he said, came in the provision of the agreement that the city should pay the B. R. T. \$3,500,000 before the city gets a cent. "That," he remarked, "is ten times more than the gold brick that was passed to the counties up State for railroads."

Justice Ford said that the Board of Public Service Commission, opposing this injunction. He said that when the operating contracts were advertised and proposals received there would be time to consider the matter, and that it should be necessary. Those seeking to enjoin the work, he said, took upon themselves the roles of prophets and could say nothing about the future. He said that only the Brooklyn Rapid Transit Company was the winning company. The first concern he said was to get the subways but operation could be taken up later.

He said that the B. R. T. had made contracts were based upon unit prices, and that whether the work which had to be done was greater or less than the estimate the contractor would be paid by unit. He said that the committee had decided that in view of the available funds it would be wiser to cut down the preferred dimensions. With reference to an assertion that there was waste of city money in the awards Mr. Harkness said that in making this statement the plaintiff depended on the affidavit of a certain Maurice Deutsch, who can claim absolutely no experience and no railway contracting, and only six years experience in general engineering, five of which were spent as a subordinate capacity with the Foundation Company.

In the testimony of Edward M. Shepard, Mr. Harkness said, had complicated the subway situation, because outside of William M. Ivins Mr. Shepard was the only man familiar with the rapid transit work.

The Bradley company through its counsel, James A. Lynch, protested that the plaintiff had not brought its action in time, and that the B. R. T. contracts were before the Board of Estimate, but had waited until the Bradley company had begun work, had paid out large sums for bonds and in contracts for steel and other materials. Justice Ford gave both sides until Saturday morning to put in briefs.

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Mr. Marshall began reading from the agreement entered into by the Board of Estimate's committee and the B. R. T. Justice Ford said it was his impression that there was no disagreement of any kind between the city and the operating company. Mr. Marshall and Assistant Corporation Counsel Louis H. Hahn agreed. The court then wanted to know what the B. R. T. contract was. Mr. Marshall said the contract, Mr. Marshall said he thought both were to be regarded as one proposition.

The report of the McAneny committee, he continued, "is admirable, except that it flies in the face of the Constitution of the State of New York and in the face of the statutes of the State."

Justice Ford said the Constitution, he said, came in the provision of the agreement by which "the B. R. T. is to receive \$3,500,000 before the city gets a cent." "That," he remarked, "is ten times worse than the gold brick that was passed to the counties up State for railroads."

Leroy T. Harkness, representing the Public Service Commission, opposed the injunction. He said that the city and the contracts were advertised and proposals received there would be time to test the matter in the courts if a test should be necessary. Those seeking to enjoin the contracts, he said, were playing the rôle of prophets and could say in all the work and discussions of the future only the Brooklyn Rapid Transit Company was the winning company. The first concern he said was to get the subway in operation could be taken up later.

Mr. Harkness said that the Bradley contracts were based upon unit prices, and that whether the work was more or less done was greater or less than the estimate the contractor would be paid by unit of work done. The commission had decided that it was wiser to cut down the preferred dimensions. With reference to an assertion that there was waste of city money in the awards Mr. Harkness said that the city had no right to complain. It depended on the affidavit of a certain Maurice Deutsch, who can claim absolute no experience in subway construction and on six years' experience in general engineering, five of which he spent as a subordinate capacity with the Foundation Company."

The death of Edward M. Shepard, Mr. Harkness said, was connected with the subway situation, because outside of William M. Ivins Mr. Shepard was the only man familiar with the rapid transit act.

The Bradley company through its counsel, James A. Lynch, protested that the plaintiff had not brought its action between July 5 and July 21, when the contracts were made. Justice Ford said, Estimate, but had waited until the Bradley company had begun work, had paid out large sums for bonds and had committed itself to the purchase of land and the building of the subway.

Justice Ford gave both sides until Saturday morning to put in briefs.

RELY ON UNOFFICIAL BOYCOTT

But the Company Seeks At This Solitude Advanced by Strikers.

Patrick J. Shea, the national organizer who is heading the strike of the Brooklyn street car men, said yesterday that the depend upon an unofficial union boycott of the affected lines to win the fight for them.

The Coney Island and Brooklyn Railroad has been the only unionized street car system in the greater city. According to Shea, union men all over the country have been instructed to use no other Brooklyn cars if they could help it when they came to New York. At Brooklyn Bridge, said Shea, unionists have been the habit of letting the cars pass after the B. R. T. has been until they could board the new cars of the Smith street and Franklin avenue lines.

Shea's theory is that even if the company apparently wins the strike it runs its full number of cars with no union cars on the side, and the company finally will have to surrender in order to make a proper interest on its capital. That is the way the Scranton strike of eight years ago ended, he said.

Shea's theory is that even if the company apparently wins the strike it runs its full number of cars with no union cars on the side, and the company finally will have to surrender in order to make a proper interest on its capital. That is the way the Scranton strike of eight years ago ended, he said.

Mayor's absence. This was in absolute disregard of the Charter. The Mayor has to be away at least ninety days, and was not out of town twenty-four hours. They called Vice-Chairman Bent in, and with the President of the Board of Aldermen sitting and voting as Mayor and with Bent sitting and voting as president of the board and with the Mayor at his country home, not fifty miles away, the court to extend the diminished contract at the original price. Then they let the city into a sort of partnership with the Brooklyn Rapid Transit Company in which all the profits should go to the B. R. T. and the city should have no say in the city. Mr. Marshall said that the letting of contracts by the Public Service Commission required the consent of the Mayor as well as of the Board of Estimate, and so understood the law. Justice Ford said, but if it could not have been better to readvertise for bids after the changes in the plans were made. The contract was awarded last October and radical changes were made in the month. Mr. Marshall remarked that one of the changes was a cut in the price of steel.

When Mr. Marshall began reading from the document entered into by the Board of Estimate's committee and the B. R. T., Justice Ford said it was his impression that there was no binding agreement between the city and the operating company. Mr. Marshall said that the Corporation Counsel Louis H. Hahlo agreed. The court then wanted to know what the B. R. T. agreement had to do with the Bradley contract. Mr. Marshall said that the B. R. T. was to be regarded as an opposition.

"The report of the McAneny committee," he continued, "is admirable, except that it flies in the face of the Constitution of the State and in the face of the city statutes of the State."

The violation of the Constitution, he said, came in the provision of the agreement by which the city agreed to receive the money before the city got the money. "That," he remarked, "is ten times worse than the gold brick that was passed to the counties up State for railroads."

State of New York, the plaintiff, against the Public Service Commission, opposing its injunction. He said that when the operating contracts were advertised and proposals received there would be time to consider the matter. He said that it should be necessary. Those seeking to enjoin the work, he said, took upon themselves the rôles of prophets and could say in all the work and discussions of the future that Mr. Marshall was the company as the winning company. The first concern he said was to get the subways but operation could be taken up later.

Whereas the Bradley contract was based upon unit prices, that the work which had to be done was greater or less than the estimate the contractor would be paid by unit and not by estimate. Mr. Marshall said he decided that in view of the available fund it would be wiser to cut down the preferred dimensions. With reference to an assertion that there was waste of city money, he said that the plaintiff was making this statement the affidavit of a certain Maurice Duane, who can claim absolute no experience in subway construction and has been six years in the city engineering, five of which were spent as a subordinate capacity with the Foundation Company."

The death of Edward M. Shepard, Mr. Hahlo said, had complicated the subway situation, because outside of William M. Ivins Mr. Shepard was the only man familiar with the rapid transit act.

The Bradley company through its counsel, James A. Lynch, protested that the plaintiff had not brought its action between July 5 and July 21, when the contract was before the Board of Estimate, but had waited until the Bradley company had begun work, had paid out large sums for bonds and had committed itself to the purchase of large quantities of steel and other materials. Justice Ford gave both sides until Saturday morning to put in briefs.

RELAY ON UNOFFICIAL BOYCOTT

But the Company Seeks at This Solitude Advanced by Strikers.

Patrick J. Shea, the national organizer who is bossing the strike of the Brooklyn street car men, said yesterday that they depend upon an unofficial union boycott of the affected lines to win the fight for them.

The Coney Island and Brooklyn Rapid Road has been the only unionized street car system in the greater city. According to Shea, union men all over the country have been instructed to use no other Brooklyn cars if they could help it when they came to New York. At Brooklyn Bridge, said Shea, unionists have been in the habit of letting car after car of B. R. T. go by until they could board the yellow cars of the Smith street and Franklin avenue lines.

Justice Ford said that even if the company apparently wins the strike it runs its full number of cars with no union crews, all union workers will refuse to ride and the company finally will have to pay out a large sum for the proper interest on its capital. That the way the Scranton strike of eight years ago won, Shea said. He added that in that fuss the strikers got no money for their union and the strikers' motormen and conductors are to get \$1 a week.

The company officials say that Shea

Mayor's absence. This was in absolute disregard of the Charter. The Mayor has to be away at least ninety days, and was not out of town twenty-four hours. They called Vice-Chairman Bent in, and with the President of the Board of Aldermen sitting and voting as Mayor and with Bent sitting and voting as president of the board and with the Mayor at his country home, not fifty miles away, they agreed to a new contract for the cars at the original price. Then they tied the city into a sort of partnership with the Brooklyn Rapid Transit Company, in which all the profits should go to the city and all the liabilities should go to the city. Mr. Marshall said that the letting of contracts by the Public Service Commission required the consent of the Mayor as well as of the Board of Estimate and Apportionment. He said that Ford said, "but I do think it would have been better to readvertise for bids after the changes in the plans were made. The changes in the plans were made and radical changes can come in eight months." Mr. Marshall remarked that one of the changes was a cut in the price of steel.

Mr. Marshall began reading for the agreement entered into by the Board of Estimate's committee and the B. R. T. Justice Ford said it was his impression that there was no binding agreement with the Brooklyn Rapid Transit Company. Mr. Marshall and Assistant Corporation Counsel Louis H. Hahlo agreed. The court then wanted to know what the B. R. T. agreement had with the Bradley Street car. Mr. Marshall said that thought both were to be regarded as of no proposition.

The report of the McAneny committee, he continued, was to advertise for bids that it files in the face of the Constitution of the State of New York and in the face of the statutes of the State.

The violation of the Constitution, he said, was in the process of the agreement by which "the B. R. T. is to receive \$3,500,000 before the city gets a cent." "That," he remarked, "is ten times more than the Brooklyn Rapid Transit Company is to contribute to the city for the railroad."

Leroy T. Harkness, representing the Public Service Commission, opposed the injunction. He said that when the operating contract was made the city had proposals received there would be time to test the matter in the courts if a test should be necessary. Those seeking to enjoin the work, he said, look upon the city as the agent of prophets and seers in all the work and discussions of the future, only the Brooklyn Rapid Transit Company as the winning company. The first concern of the city was to get the subway operation could be taken up later.

Mr. Harkness said that the Bradley contracts were based upon unit prices, that whether the work which had to be done was great or small, the contractor would be paid by unit of work done. The commission had decided that in view of the available funds it would not award the work on the dimensions. With reference to an assertion that there was waste of city money in the awards Mr. Harkness said that in making this statement the plaintiff depicted on the affidavit of a certain Max Deutch, who can claim absolutely no experience in subway construction and only six years experience in general engineering, five of which were spent in the Police Department with the Foundation Company."

The death of Edward M. Shepard, Mr. Harkness said, had complicated the whole work and had created a situation. William M. Ivins, Mr. Shepard was the only man familiar with the rapid transit act.

The Bradley company brought on the plaintiff A. A. Sheehy, protesting that the plaintiff had not brought its action between July 5 and July 21, when the contracts were before the Board of Estimate. Mr. Shepard, he said, the Bradley company had begun work, had paid out large sums for bonds and had committed itself to the purchase of large amounts of steel and other materials. It was not until the afternoon of Saturday morning to put in briefs.

RELY ON UNOFFICIAL BOYCOTT

Run Company Scoffs at This Solution Advanced by Strikers.

Patrick J. Shea, the national organizer who is heading the strike of the Brooklyn Rapid Transit Company, said yesterday that he depended upon an unofficial union boycott of the affected lines to win the fight for them.

The Coney Island and Brooklyn Railroad has been the only unionized street car system in the greater city. According to Shea, union men all over the country have been instructed to use no other Brooklyn cars if they could help it when they came to New York. At Brooklyn Bridge, said Shea, unionists have been in the habit of letting car after car of the B. R. T. go by until they could board the yellow cars of the Smith street and Franklin avenue lines.

Shea's theory is that even if the company actually wins the strike a large full number of cars with no union crews, all union workers will refuse to ride and the company finally will have to give in to the strikers' demands. Proper interest on its capital. That the way the Scranton strike of eight years ago was won, Shea said. He added that in that fuss the strikers got no money from the company as former strikers, motormen and conductors are to get \$1 a week.

The company officials say that Shea's hopes are ridiculous and indicate the futility of any possible boycott, and that the normal number of cars is running. Shea insists that fifty of the passengers yesterday day of the company's first attempt to run all day to make a showing.

The company's pay car spent four hours at Park Circle yesterday without a paymaster ready to let the strikers, described by the company as former employees, have the five days wages coming to them when they quit. The spid that lowered itself on its sicken ladder from an elm harbor, the first roadster of the city, shifting breeze was busy with than this car.

The company said forty-nine strikers came for their money. Strike pickets, however, refused to let them get off. Thomas O'Malley of the Smith street line, said the strike bored him and he hadn't been to union headquarters in two days.

C. Rogers, the Deputy State Commissioner of Labor, who was in the park that called on Mayor Gaynor on Tuesday, went to Albany yesterday. Shea believed that he would talk over the strike with the Governor.

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\$35,000,000 Five Per Cent. Gold Loan of 1904

NOTICE OF DRAWING FOR REDEMPTION

\$35,000,000 Five Per Cent. Gold Loan of 1904

yielding
which these
DOUBLED

Notice is hereby given on behalf of the Cuban Government, and in pursuance of the agree-

ment under which said bonds were issued, bearing date May 11th, 1904, made between the Republic of Cuba, represented by its President, and Speyer & Co., that in accordance with Article Third of said agreement, the distinguishing serial numbers set forth below of coupon bonds of said issue have been drawn by lot by Speyer & Co., at their office in the City of New York, in the presence of Roger M. Rosford, Cuban Consul, acting as the request of the Republic of Cuba as its agent, and Francis W. H. Underhill, Public Administrator and for the County and State of New York, for redemption of said bonds at 105 and 100 and accrued interest.

BY SOUND		next working interest day, when interest thereon will expire										first day of September, 1911, the	
ONDS.		SERIES "A" FOR \$1000 EACH:											
171	4982 7287 7500	9607	10650	11810	13080	14350	17188	19151	21004	24878	27589		
172	4803 7298 7810	9608	10667	11810	13091	14359	17189	19162	21105	24879	27647		
207	4894 7299 7811	9609	10685	11812	13751	14390	17190	19163	21106	24880	27650		
338	4805 7300 7812	9610	10686	11813	13779	14404	17191	19164	21107	24881	27681		

339	4918	7307	7813	9611	10687	11814	13780	14405	17192	19168	21481	24907	28902
3074	4910	7302	7813	9612	10735	11815	13781	14406	17193	19169	21482	24908	28903
3394	4954	7303	7813	9613	10736	11873	13782	14407	17194	19170	21483	24914	28904
4422	4953	7304	7816	9704	10959	11874	13783	14408	17195	19171	21484	25127	28905
4458	4958	7305	7817	9732	10973	11875	13784	14409	17196	19424	21485	25128	28906
4459	5221	7306	7818	9754	11073	11876	13785	14410	17197	19512	21486	25820	28907
4460	5222	7305	7818	9754	10973	11875	13784	14409	17196	19424	21485	25128	28906

4461	5327	7300	7820	9265	10976	11878	13787	14413	17108	19018	21487	23532	25809
4462	5328	7333	7821	9266	10977	11879	13788	14414	17109	19019	21488	23533	25810
4463	5329	7368	7822	9267	10978	11880	13789	14415	17110	19020	21489	23534	25811
4464	5330	7403	7823	9268	10979	11881	13800	14428	17460	19016	21537	23543	25844
4465	5331	7438	7824	9269	10980	11882	13801	14452	17462	19018	21537	23543	25844
4466	5332	7473	7825	9270	10981	11883	13802	14476	17463	19019	21538	23544	25845
4467	5333	7508	7826	9271	10982	11884	13803	14500	17464	19020	21539	23545	25846
4468	5334	7543	7827	9272	10983	11885	13804	14524	17465	19021	21540	23546	25847
4469	5335	7578	7828	9273	10984	11886	13805	14548	17466	19022	21541	23547	25848
4470	5336	7613	7829	9274	10985	11887	13806	14572	17467	19023	21542	23548	25849
4471	5337	7648	7830	9275	10986	11888	13807	14596	17468	19024	21543	23549	25850
4472	5338	7683	7831	9276	10987	11889	13808	14620	17469	19025	21544	23550	25851
4473	5339	7718	7832	9277	10988	11890	13809	14644	17470	19026	21545	23551	25852
4474	5340	7753	7833	9278	10989	11891	13810	14668	17471	19027	21546	23552	25853
4475	5341	7788	7834	9279	10990	11892	13811	14692	17472	19028	21547	23553	25854
4476	5342	7823	7835	9280	10991	11893	13812	14716	17473	19029	21548	23554	25855
4477	5343	7858	7836	9281	10992	11894	13813	14740	17474	19030	21549	23555	25856
4478	5344	7893	7837	9282	10993	11895	13814	14764	17475	19031	21550	23556	25857
4479	5345	7928	7838	9283	10994	11896	13815	14788	17476	19032	21551	23557	25858
4480	5346	7963	7839	9284	10995	11897	13816	14812	17477	19033	21552	23558	25859
4481	5347	8000	7840	9285	10996	11898	13817	14836	17478	19034	21553	23559	25860
4482	5348	8035	7841	9286	10997	11899	13818	14860	17479	19035	21554	23560	25861
4483	5349	8070	7842	9287	10998	11900	13819	14884	17480	19036	21555	23561	25862
4484	5350	8105	7843	9288	10999	11901	13820	14908	17481	19037	21556	23562	25863
4485	5351	8140	7844	9289	11000	11902	13821	14932	17482	19038	21557	23563	25864
4486	5352	8175	7845	9290	11001	11903	13822	14956	17483	19039	21558	23564	25865
4487	5353	8210											

Sought over.	4520	5400	7530	7974	9761	10955	11894	13810	14677	17445	19520	21939	25491	29498
	4521	5402	7540	7975	9766	10966	11896	13811	14680	17451	19521	21940	25492	29499
yesterday	4522	5404	7541	7976	9767	10887	11897	13812	15071	18258	19522	22966	2711	29755
	4601	5107	7542	7977	9768	10938	11898	13813	15072	18259	19523	22967	25732	30730
Atchison	4602	5108	7543	7978	9769	10939	11899	13814	15073	18260	19524	22968	25733	30894
	4627	5228	7544	7979	9790	10990	11939	13815	15074	18261	19525	22969	25734	31001
Company	4628	5229	7545	7980	9791	10991	11940	13816	15075	18262	19526	22970	25735	31002
	4629	5230	7546	7981	9792	10992	11941	13817	15076	18263	19527	22971	25736	31003

100,000,000	4629	6338	784	7981	10042	10992	1194	13817	15687	18265	19527	22828	25768	31009
stock, rais-	4304	6354	7847	7982	10043	10993	11942	13818	15688	18266	19528	22829	25769	31010
to stock to	4681	6353	7848	7983	10044	10994	11943	13819	15689	18267	19529	22830	25770	31011
will also	4352	6358	7549	8501	10045	10995	11944	13820	15545	18266	19530	22831	25766	31012
rectors to	4683	6357	7550	8502	10046	10996	11945	13821	15419	18267	19531	23152	25784	31013
time to	4685	6419	7581	8503	10047	10997	11890	13822	15620	18268	19532	23175	25785	31014

4836	6452	7583	8504	10019	10998	12439	13523	13621	18209	19533	23719	25786	31018
4837	6452	7583	8505	10019	10999	12605	13524	13622	18210	19534	23869	25787	31018
4838	6484	7584	8506	10060	11900	12606	13525	13643	18271	19535	23936	25788	31017
4839	6484	7584	8507	10060	11901	12607	13526	13644	18272	19531	23937	25789	31017
4840	6839	7585	8549	10622	11876	12608	13527	13645	18287	19536	23940	25800	31020
4841	6840	7587	8563	10653	11154	12609	13528	13646	18289	19612	23938	25794	31019
4842	6841	7588	8564	10654	11155	12100	13529	13647	18290	19613	23939	25800	31020

0643	0642	7539	8754	10055	11136	12191	13870	15646	18463	19904	23041	25235	31121
0655	0645	7580	8756	10056	11157	12192	13871	15647	18464	19905	23042	25236	31132
0680	0646	7581	8774	10057	11158	12193	13882	15648	18467	19906	23043	25237	31667
0687	0645	7582	8775	10058	11159	12194	13883	15649	18468	19907	23044	25238	32171
0688	0646	7589	8778	10148	11160	12195	13884	15907	18540	19908	23056	25829	32172
0689	0647	7670	8779	10198	11161	12195	13885	15908	18541	19909	24149	25842	32173

not expir-	4980	6545	7681	9230	11162	12736	18836	19825	18542	19063	24274	25441	32294
able to	4981	6546	7682	9231	11163	12737	18837	19826	18543	19064	24275	25442	32295
be can	4982	6547	7683	9232	11164	12738	18838	19827	18544	19065	24276	25443	32296
	4983	6548	7684	9233	11165	12739	18839	19828	18545	19066	24277	25444	32297
act upon	4984	6549	7685	9234	11166	12740	18840	19829	18546	19067	24278	25445	32298
certifica-	4985	6550	7686	9235	11167	12741	18841	19830	18547	19068	24279	25446	32299
tion, Trust	4986	6551	7687	9236	11168	12742	18842	19831	18548	19069	24280	25447	32300

4607	6932	716	9236	10240	11245	12263	13438	16337	18350	19070	24734	26928	32401
4608	6949	7747	9237	10386	11246	12263	13444	16338	18351	19073	24820	26929	32402
4609	6950	7747	9238	10449	11247	12264	13445	16373	18362	19074	24860	27048	32403
4700	6951	7713	9239	10438	11248	12322	13446	16746	18363	19075	24860	27049	32404
4701	6952	7714	9240	10451	11249	12323	13447	16787	18364	19076	24861	27050	32405
4702	6953	7715	9241	10464	11250	12385	13448	16788	18365	19077	24862	27051	32406
4703	6954	7716	9242	10475	11251	12386	13449	16789	18366	19078	24863	27052	32407
4704	6955	7717	9243	10486	11252	12387	13450	16790	18367	19079	24864	27053	32408
4705	6956	7718	9244	10497	11253	12388	13451	16791	18368	19080	24865	27054	32409
4706	6957	7719	9245	10508	11254	12389	13452	16792	18369	19081	24866	27055	32410
4707	6958	7720	9246	10519	11255	12390	13453	16793	18370	19082	24867	27056	32411
4708	6959	7721	9247	10530	11256	12391	13454	16794	18371	19083	24868	27057	32412
4709	6960	7722	9248	10541	11257	12392	13455	16795	18372	19084	24869	27058	32413
4710	6961	7723	9249	10552	11258	12393	13456	16796	18373	19085	24870	27059	32414
4711	6962	7724	9250	10563	11259	12394	13457	16797	18374	19086	24871	27060	32415
4712	6963	7725	9251	10574	11260	12395	13458	16798	18375	19087	24872	27061	32416
4713	6964	7726	9252	10585	11261	12396	13459	16799	18376	19088	24873	27062	32417
4714	6965	7727	9253	10596	11262	12397	13460	16800	18377	19089	24874	27063	32418
4715	6966	7728	9254	10607	11263	12398	13461	16801	18378	19090	24875	27064	32419
4716	6967	7729	9255	10618	11264	12399	13462	16802	18379	19091	24876	27065	32420
4717	6968	7730	9256	10629	11265	12400	13463	16803	18380	19092	24877	27066	32421
4718	6969	7731	9257	10640	11266	12401	13464	16804	18381	19093	24878	27067	32422
4719	6970	7732	9258	10651	11267	12402	13465	16805	18382	19094	24879	27068	32423
4720	6971	7733	9259	10662	11268	12403	13466	16806	18383	19095	24880	27069	32424
4721	6972	7734	9260	10673	11269	12404	13467	16807	18384	19096	24881	27070	32425
4722	6973	7735	9261	10684	11270	12405	13468	16808	18385	19097	24882	27071	32426
4													

at 26 Court	4720	8855	7717	9248	10454	11417	13207	13830	16500	18785	19894	24865	27421	32408
designated a	4721	6956	7717	9248	10455	11420	13208	13831	16501	18786	19895	24866	27422	
in the Postal	4722	6899	7719	9248	10456	11421	13209	13832	17048	19133	21035	24867	27443	
the first	4723	7600	7760	9246	10463	11422	13210	13833	17049	19134	21036	24868	27444	
	4724	7134	7761	9247	10480	11423	13447	13834	17050	19142	21037	24870	27445	
	4725	7245	7762	9248	10481	11526	13448	13835	17051	19143	21038	24871	27446	

4726	7246	7784	9240	10482	11821	13444	14856	17052	19144	21065	24871	27444
4727	7247	7784	9240	10483	11822	13445	14857	17053	19145	21066	24872	27445
4728	7248	7785	9241	10484	11823	13446	14858	17054	19146	21067	24873	27446
4729	7249	7789	9284	10485	11824	13447	14859	17055	19147	21068	24874	27447
4730	7250	7784	9240	10486	11825	13448	14860	17056	19148	21069	24875	27448
4731	7251	7785	9241	10487	11826	13449	14861	17057	19149	21070	24876	27449
4732	7252	7786	9242	10488	11827	13450	14862	17058	19150	21071	24877	27450
4733	7253	7787	9243	10489	11828	13451	14863	17059	19151	21072	24878	27451
4734	7254	7788	9244	10490	11829	13452	14864	17060	19152	21073	24879	27452
4735	7255	7789	9245	10491	11830	13453	14865	17061	19153	21074	24880	27453
4736	7256	7790	9246	10492	11831	13454	14866	17062	19154	21075	24881	27454
4737	7257	7791	9247	10493	11832	13455	14867	17063	19155	21076	24882	27455
4738	7258	7792	9248	10494	11833	13456	14868	17064	19156	21077	24883	27456
4739	7259	7793	9249	10495	11834	13457	14869	17065	19157	21078	24884	27457
4740	7260	7794	9250	10496	11835	13458	14870	17066	19158	21079	24885	27458
4741	7261	7795	9251	10497	11836	13459	14871	17067	19159	21080	24886	27459
4742	7262	7796	9252	10498	11837	13460	14872	17068	19160	21081	24887	27460
4743	7263	7797	9253	10499	11838	13461	14873	17069	19161	21082	24888	27461
4744	7264	7798	9254	10500	11839	13462	14874	17070	19162	21083	24889	27462
4745	7265	7799	9255	10501	11840	13463	14875	17071	19163	21084	24890	27463
4746	7266	7800	9256	10502	11841	13464	14876	17072	19164	21085	24891	27464
4747	7267	7801	9257	10503	11842	13465	14877	17073	19165	21086	24892	27465
4748	7268	7802	9258	10504	11843	13466	14878	17074	19166	21087	24893	27466
4749	7269	7803	9259	10505	11844	13467	14879	17075	19167	21088	24894	27467
4750	7270	7804	9260	10506	11845	13468	14880	17076	19168	21089	24895	27468
4751	7271	7805	9261	10507	11846	13469	14881	17077	19169	21090	24896	27469
4752	7272	7806	9262	10508	11847	13470	14882	17078	19170	21091	24897	27470
4753	7273	7807	9263	10509	11848	13471	14883	17079	19171	21092	24898	27471

		SERIES "B" FOR \$500 EACH													
		223	817	612	1260	1703	3105	3201	3211	3219	3228	3458	3484	3472	3480
		817	619	1270	1964	3196	3204	3212	3220	3220	3457	3465	3475	3481	
July 27,		602	622	1271	1965	3197	3205	3213	3221	3230	3456	3466	3474	3482	
		603	643	1523	1968	3198	3206	3214	3222	3251	3459	3467	3475	3483	
		604	640	1856	1967	3199	3207	3215	3224	3252	3460	3468	3476	3484	

605	677	1850	1964	3200	3208	3218	3225	3453	3461	3469	3477	3485
606	788	1666	1969	3201	3209	3217	3226	3454	3462	3470	3478	3486
610	1268	1702	1970	3202	3210	3218	3227	3455	3463	3471	3479	3487

Said coupon bonds so designated for redemption will be paid at par and accrued interest on or after said September 1, 1911, upon presentation and surrender of said bonds, with all coupons appertaining thereto maturing on and subsequent to September 1, 1911, at the office of

from New York.	SPEYER & CO.,	New York,
	SPEYER BROTHERS,	London,
	LAZARD SPEYER-ELLISSEN,	Frankfurt-a-Main.
TR. Southampton.	DEUTSCHE BANK,	Berlin.
from New York.	CREDIT LYONNAIS,	Paris.
	H. UPMANN & CO.,	Havana.

Sole agents will be made in the manner in which said bonds and the interest thereon are to be

Upon the presentation and surrender at the office of Speyer & Co. in the City of New York of registered bonds against which coupon bonds bearing the distinguishing serial numbers drawn as above are reserved for exchange, the par value of the bonds bearing the numbers so drawn and the interest accrued up to the said September 1, 1911, will be paid.

SPEYER & CO.

3 00 P M 3 00 P M 2 00 P M 3 00 P M 3 00 P M 3 00 P M 3 00 P M	DIVIDENDS AND INTEREST.	ENGINEERS.
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FERROCARRILES NACIONALES DE MEXICO
(NATIONAL RAILWAYS OF MEXICO)
25 BROAD STREET, NEW YORK.
First Preferred Stock Dividend No. 8.
A dividend of Two Per Cent. (Two Dollars

9:00 A. M. Gold or Four Mexican Gold Pesos Per Share, being the eighth dividend on the First Preferred Stock of this Company.
 10:00 A. M. Dividend of \$100.00 per share payable August 10, 1911, to the holders of Dividend Warrants No. 8, annexed to certificates representing such stock, upon presentation and surrender of such Warrants to the Company at its office in New York or Mexico.
 3:00 P. M. Dividend Warrants are payable at option of

10 30 A M holders, at the rate of two Mexican Gold Pesos to the Dollar, either in the City of Mexico in Mexican Gold Pesos, or in the City of New York, in United States Gold.

1 00 P M CLAYTON SNYDER, Assistant Secretary.

3 00 P M July 31, 1911.

1 00 P M PRATT & WHITNEY COMPANY.

The Board of Directors of NORFOLK & WESTERN RAILWAY COMPANY has this day declared the regular quarterly dividend of ONE AND ONE HALF PER CENT upon the PREFERRED STOCK of the Company, payable August 15th, 1911.

The transfer books will close at 3 o'clock in the afternoon of August 14th, 1911, and the stock will be payable at 10 o'clock in the forenoon of August 16th, 1911.

stockholders of record as of the close of business July 31st.

ROBERT J. GRAP, Secretary.

NORFOLK & WESTERN RAILWAY CO. :
The Board of Directors has declared a quarterly dividend of ONE AND ONE HALF PER CENT upon the Preferred Stock of the Company, payable at

SUBROGATE'S NOTICE.

REED, JOHN Q.—In pursuance of an order of Hon. Robert Ludlow Fowler, a Surrogate of the County of New York, made and hereby given to all persons having claims against JOHN Q. REED, deceased, on and after the 1st day of July, 1911, to file with the undersigned their claims for adjustment Preferred Stockholders as registered at the close of business July 31, 1911.

E. H. ALDEN, Secretary.

PROPOSALS.

late of the County of New York, deceased, to
 July 29, 1901, was a resident of the County of
 August 1, 1901, and was a member of the
 August 1, 1901, at the office of his attorneys, THEAL & BEAM,
 August 1, 1901, No. 41 at West 42nd Street, in the Borough of
 August 1, 1901, City of New York, on or before the
 August 1, 1901, 1st day of February, 1902.
 August 1, 1901, dated, New York, New York, July 19th,
 August 1, 1901, HORACE A. LOOMIS, Executor.

July 30
Aug. 8

THE WALL STREET EDITION OF THE ENRICHING SERVICE
Attorneys for the Enriching Service, New York City & Wall Street,
Borough of Manhattan, New York 45 & 47 Wall Street.

The Wall Street edition of THE ENRICHING SERVICE
contains all the financial news and stock and
bond quotations to the close of the market. The

able blackmark for the - - - - -
- - - - - combination
bracket fans, speed lights, etc. See 3518. Oil
filters, chain brushes - See 3519. China and glassware
- Applications for proposals -
the schedules desired by number. Blank
proposals will be furnished upon application to the
Director of the Office of the Enriching Service,
Bureau 1, J. COWIE, Paymaster General, U. S. N.

miles east of
 300 miles
 345 miles

closing quotations, including the 'bid and asked'
 prices with additional news matter, are con-
 tained also in the night edition of THE EVENING
 SUN.—Adm.

FORT ETNA ALLEN, N. Y., Aug. 4, 1911.—
 Sealed proposals, in triplicate, for removing old
 boilers and furnishing and installing four new
 100-hp. boilers in barracks will be received till
 10 A. M., Aug. 14, 1911. Information on applica-
 tion. R. J. FLEMING, 10th Cav., Q. M.
